

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
SOUTHERN DIVISION**

JOHN S. LUDWIG	§	PLAINTIFF
	§	
v.	§	CAUSE NO. 1:04CV644
	§	
OFFSHORE MARINE ASSISTANCE, d/b/a SEA TOW SAN DIEGO, ET AL.	§	DEFENDANTS

**FINDINGS OF FACT AND CONCLUSIONS OF LAW UPON ISSUES
TRIED WITHOUT A JURY PURSUANT TO FED. R. CIV. P. 52**

THIS CAUSE came before the Court on October 2, 2006 for trial without a jury pursuant to FED. R. CIV. P. 52. Having previously ruled that Defendant Offshore Marine Assistance, d/b/a Sea Tow San Diego breached its contract with Plaintiff and was therefore liable to Plaintiff for his damages, the Court heard evidence on the last remaining issues in this case; whether Defendant Chris Curcuru was liable, individually, for any damage to the Plaintiff, and the measure of damages. After considering the evidence presented by the parties, arguments of counsel and the relevant law, the Court finds, for the reasons stated into the record at the conclusion of trial, that Plaintiff failed to show that Defendant Chris Curcuru, individually, was liable to Plaintiff for any of Plaintiff's damages at issue in this case. Furthermore, as stated into the record, the evidence presented at trial showed that Plaintiff's compensatory damages totaled \$20,547.45, plus attorney's fees of \$26,549.87.

IT IS THEREFORE ORDERED AND ADJUDGED that Defendant Chris Curcuru, individually, is exonerated from liability to Plaintiff. Plaintiff's case against Defendant Chris Curcuru is dismissed with prejudice.

IT IS FURTHER ORDERED AND ADJUDGED that Plaintiff is entitled to

compensatory damages in the amount of \$20,547.45, plus attorney's fees of \$26,549.87 from Defendant Offshore Marine Assistance, d/b/a Sea Tow San Diego. The total sum of \$47,097.32 shall accrue interest at the rate of 4.90% per annum until paid in full.

SO ORDERED AND ADJUDGED this the 3th day of October, 2006.

s/ *Louis Guirola, Jr.*

LOUIS GUIROLA, JR.
UNITED STATES DISTRICT JUDGE